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7 **UNITED STATES DISTRICT COURT**
8 **CENTRAL DISTRICT OF CALIFORNIA**
9

10 MICHAEL MOEBIUS, individually,
11
12 Plaintiff,
13 v.
14 SHEIN DISTRIBUTION
15 CORPORATION, a Delaware
16 Corporation, and DOES 1 through
17 100,
18 Defendant.

Case No. 2:22-cv-8259-SVW-MRW

[PROPOSED] STIPULATED
PROTECTIVE ORDER

Check if submitted without
material modifications to MRW form

19 1. INTRODUCTION

20 1.1 PURPOSES AND LIMITATIONS

21 Discovery in this action is likely to involve production of confidential,
22 proprietary, or private information for which special protection from public
23 disclosure and from use for any purpose other than prosecuting this litigation may
24 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
25 enter the following Stipulated Protective Order. The parties acknowledge that this
26 Order does not confer blanket protections on all disclosures or responses to
27 discovery and that the protection it affords from public disclosure and use extends
28

1 only to the limited information or items that are entitled to confidential treatment
2 under the applicable legal principles. The parties further acknowledge, as set forth
3 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to
4 file confidential information under seal; Civil Local Rule 79-5 sets forth the
5 procedures that must be followed and the standards that will be applied when a party
6 seeks permission from the court to file material under seal.

7 1.2 GOOD CAUSE STATEMENT

8 This action is likely to involve trade secrets, including customer and pricing
9 lists and other valuable research, development, commercial, financial, technical
10 and/or proprietary information for which special protection from public disclosure
11 and from use for any purpose other than prosecution of this action is warranted.
12 Such confidential and proprietary materials and information consist of, among other
13 things, confidential business or financial information, information regarding
14 confidential business practices, or other trade secrets, confidential research,
15 development, or commercial information (including information implicating privacy
16 rights of third parties), information otherwise generally unavailable to the public, or
17 which may be privileged or otherwise protected from disclosure under state or
18 federal statutes, court rules, case decisions, or common law. Accordingly, to
19 expedite the flow of information, to facilitate the prompt resolution of disputes over
20 confidentiality of discovery materials, to adequately protect information the parties
21 are entitled to keep confidential, to ensure that the parties are permitted reasonable
22 necessary uses of such material in preparation for and in the conduct of trial, to
23 address their handling at the end of the litigation, and serve the ends of justice, a
24 protective order for such information is justified in this matter. It is the intent of the
25 parties that information will not be designated as confidential for tactical reasons
26 and that nothing be so designated without a good faith belief that it has been
27 maintained in a confidential, non-public manner, and there is good cause why it
28 should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: *Moebius v. Shein Distribution Corp., et al.*, Case No. 2:22-cv-8259-SVW-MRW.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement. Case Material may be designated as “CONFIDENTIAL” when the designating party in good faith believes it constitutes, reflects, or contains non-public financial, personal, or business information. Parties may designate CONFIDENTIAL material of a highly confidential or proprietary nature as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” if the Designating Party in good faith believes that disclosure would create a significant risk of substantial competitive or business injury to the Producing Party.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEY’S EYES ONLY.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1 2.7 Expert: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 2.8 House Counsel: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 2.9 Non-Party: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 2.10 Outside Counsel of Record: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action and
11 have appeared in this Action on behalf of that party or are affiliated with a law firm
12 which has appeared on behalf of that party, and includes support staff.

13 2.11 Party: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 2.13 Professional Vendors: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 2.14 Protected Material: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
24 ATTORNEYS’ EYES ONLY.”

25 2.15 Receiving Party: a Party that receives Disclosure or Discovery
26 Material from a Producing Party.

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial will be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.
9

10 4. DURATION

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order will remain in effect until the Designating Party for the
13 Disclosure or Discovery Material at issue agrees otherwise in writing or a court
14 order otherwise directs. Final disposition will be deemed to be the later of (1)
15 dismissal of all claims and defenses in this Action, with or without prejudice; and
16 (2) final judgment herein after the completion and exhaustion of all appeals,
17 rehearings, remands, trials, or reviews of this Action, including the time limits for
18 filing any motions or applications for extension of time pursuant to applicable law.
19

20 5. DESIGNATING PROTECTED MATERIAL

21 5.1 Exercise of Restraint and Care in Designating Material for Protection.

22 Each Party or Non-Party that designates information or items for protection under
23 this Order must take care to limit any such designation to specific material that
24 qualifies under the appropriate standards. The Designating Party must designate for
25 protection only those parts of material, documents, items, or oral or written
26 communications that qualify so that other portions of the material, documents,
27 items, or communications for which protection is not warranted are not swept
28 unjustifiably within the ambit of this Order.

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating
5 Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 5.2 Manner and Timing of Designations. Except as otherwise provided in
10 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
11 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
12 under this Order must be clearly so designated before the material is disclosed or
13 produced.

14 Designation in conformity with this Order requires:

15 (a) for information in documentary form (e.g., paper or electronic documents,
16 but excluding transcripts of depositions or other pretrial or trial proceedings), that
17 the Producing Party affix at a minimum, the legend "CONFIDENTIAL" or
18 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" (hereinafter
19 "CONFIDENTIAL or HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY
20 legend"), to the first or cover page and to each page that contains protected material.
21 If only a portion or portions of the material on a page qualifies for protection, the
22 Producing Party also must clearly identify the protected portion(s) (e.g., by making
23 appropriate markings in the margins).

24 A Party or Non-Party that makes original documents available for
25 inspection need not designate them for protection until after the inspecting Party has
26 indicated which documents it would like copied and produced. During the
27 inspection and before the designation, all of the material made available for
28 inspection will be deemed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –

1 ATTORNEYS' EYES ONLY." After the inspecting Party has identified the
2 documents it wants copied and produced, the Producing Party must determine which
3 documents, or portions thereof, qualify for protection under this Order. Then, before
4 producing the specified documents, the Producing Party must affix the
5 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
6 ONLY" legend to the first or cover page and to each page that contains Protected
7 Material. If only a portion or portions of the material on a page qualifies for
8 protection, the Producing Party also must clearly identify the protected portion(s)
9 (e.g., by making appropriate markings in the margins).

10 (b) for testimony given in depositions or in other pretrial proceedings, that
11 the Designating Party identify the Disclosure or Discovery Material as
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
13 ONLY," either (1) on the record, before the close of the deposition, hearing, or other
14 proceeding; or (2) in written notice to all other Parties, given within 21 days after
15 the Designating Party's receipt of the transcript for the deposition testimony (or in
16 the case of transcripts received prior to the date of this Order, within 21 days after
17 the date of this Order). Only those portions of the testimony that are appropriately
18 designated for protection within that specified timeframe shall be covered by the
19 provisions of this Order. Alternatively, a Designating Party may specify at the
20 deposition, hearing, or other proceeding, or within 21 days after the Designating
21 Party's receipt of the transcript (or in the case of transcripts received prior to this
22 Order, within 21 days after the date of this Order), that the entire transcript is
23 entitled to protection. Transcripts shall, unless otherwise agreed, be treated as
24 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" material in their
25 entirety until the expiration of the timeframe specified above. After that time,
26 transcripts shall be treated only as actually designated. The use of a document as an
27 exhibit at a deposition shall not in any way affect its designation as
28 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES

1 ONLY.” To the extent practically possible, transcripts containing Protected
2 Material shall have an obvious legend on the title page that the transcript contains
3 Protected Materials, and the title page shall be followed by a list of pages (including
4 the line numbers as appropriate) that have been designated as Protected Material and
5 the level of protection being asserted by the Designating Party. The parties shall
6 cooperate in informing the court report(s) of these requirements.

7 (c) for information produced in some form other than documentary and for
8 any other tangible items, that the Producing Party affix the legend
9 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY” in a prominent place on the exterior of the container or containers in which
11 the information is stored, or in the file name of the individual files produced in
12 electronic form. If only a portion or portions of the information warrants protection,
13 the Producing Party, to the extent practicable, will identify the protected portion(s).

14 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
15 qualified information or items does not, standing alone, waive the Designating
16 Party’s right to secure protection under this Order for such material by later
17 designating the material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
18 ATTORNEYS’ EYES ONLY” in accordance with the applicable provisions of this
19 Order. The Receiving Party may dispute the corrected designation pursuant to the
20 provisions of this Order for challenging designations. Upon timely correction of a
21 designation and until any dispute concerning the correction is resolved, the
22 Receiving Party must make reasonable efforts to assure that the material is treated in
23 accordance with the corrected designation.

24
25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
27 designation of confidentiality at any time that is consistent with the Court’s
28 Scheduling Order. Unless a prompt challenge to a Designating Party’s

1 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
2 unnecessary economic burdens, or a significant disruption or delay of the litigation,
3 a Party does not waive its right to challenge a confidentiality designation by electing
4 not to mount a challenge promptly after the original designation is disclosed.

5 6.2 Meet and Confer. The Challenging Party will initiate the dispute
6 resolution process by providing written notice of each designation it is challenging
7 and describing the basis for each challenge. To avoid ambiguity as to whether a
8 challenge has been made, the written notice must recite that the challenge to
9 confidentiality is being made in accordance with this specific paragraph of the
10 Protective Order. The parties shall attempt to resolve each challenge in good faith
11 and must begin the process by conferring directly (in voice-to-voice dialogue; other
12 forms of communication are not sufficient) within 14 days of the date of service of
13 notice. In conferring, the Challenging Party must explain the basis for its belief that
14 the confidentiality designation was not proper and must give the Designating Party
15 an opportunity to review the designated material, to reconsider the circumstances,
16 and, if no change in designation is offered, to explain the basis for the chosen
17 designation. A Challenging Party may proceed to file a discovery motion under
18 Local Rule 37.1 et seq. only if it has engaged in this meet and confer process first or
19 establishes that the Designating Party is unwilling to participate in the meet and
20 confer process in a timely manner.

21 6.3 The burden of persuasion in any such challenge proceeding will be on
22 the Designating Party. Frivolous challenges, and those made for an improper
23 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
24 parties) may expose the Challenging Party to sanctions. Unless the Designating
25 Party has waived or withdrawn the confidentiality designation, all parties will
26 continue to afford the material in question the level of protection to which it is
27 entitled under the Producing Party's designation until the Court rules on the
28 challenge.

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2 7. ACCESS TO AND USE OF PROTECTED MATERIAL

3 7.1 Basic Principles. A Receiving Party may use Protected Material that is
4 disclosed or produced by another Party or by a Non-Party in connection with this
5 Action only for prosecuting, defending, or attempting to settle this Action. Such
6 Protected Material may be disclosed only to the categories of persons and under the
7 conditions described in this Order. When the Action has been terminated, a
8 Receiving Party must comply with the provisions of section 13 below (FINAL
9 DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 Protected Material shall not be copied or reproduced except to the extent such
14 copying or reproduction is reasonably necessary to the conduct of this action, and all
15 such copies and reproductions shall be subject to the terms of this Order. If the
16 duplicating process by which copies and reproductions of Protected Materials are
17 made does not preserve the confidentiality designation legends that appear on the
18 original documents, all such copies and reproductions shall be stamped or labeled
19 appropriately in accordance with the terms of this Order.

20 Nothing in this Order shall limit a Party's use or disclosure of its own
21 information. Except as otherwise ordered by the Court, no document or information
22 designated "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
23 EYES ONLY" shall lose such status under this Order as the result of the use of such
24 document or information in any hearing, trial, or other Court proceeding in this
25 Action. In the event that any Party wishes to use any such document or information
26 in a Court proceeding in this Action, counsel for the Parties shall consult with each
27 other to determine whether and how such document or information can be used
28 while still protecting its confidentiality.

1 This Order is without prejudice to the right of any Party hereto to: (i) object to
2 any discovery request; (ii) apply to the Court for any further order relating to any
3 confidential information; or (iii) apply to the Court for an order permitting
4 disclosure of Protected Materials or Information other than as provided herein. The
5 provisions of this Order may also be modified on a Party's or the Court's own
6 motion.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
8 otherwise ordered by the court or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any information or item designated
10 “CONFIDENTIAL” only to:

11 (a) the Receiving Party's Outside Counsel of Record in this Action, as
12 well as employees of said Outside Counsel of Record to whom it is reasonably
13 necessary to disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of
15 the Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (g) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses, in the
27 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
28 requests that the witness sign the form attached as Exhibit A hereto; and (2) they

1 will not be permitted to keep any confidential information unless they sign the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
3 agreed by the Designating Party or ordered by the court. Pages of transcribed
4 deposition testimony or exhibits to depositions that reveal Protected Material may
5 be separately bound by the court reporter and may not be disclosed to anyone except
6 as permitted under this Stipulated Protective Order; and

7 (i) any mediator or settlement officer, and their supporting personnel,
8 mutually agreed upon by any of the parties engaged in settlement discussions.

9 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
10 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
11 writing by the Designating Party, a Receiving Party may disclose any material
12 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to
13 those persons identified in sections 7.2 (a), (c)-(h), subject to all limitations in those
14 paragraphs. This restriction means, among other things, that HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY materials may not be disclosed
16 to House Counsel, except as otherwise provided immediately below.

17 To the extent Outside Counsel of Record believes in good faith that it is
18 necessary to disclose HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY
19 materials to his or her client and/or House Counsel, solely for the purpose of
20 providing advice about the legal strategy or the potential settlement of this Action,
21 such information may be disclosed to the client and/or House Counsel, provided that
22 the Designating Party consents to this disclosure in writing; such consent shall not
23 be unreasonably withheld. Prior to any disclosure, the client and/or House Counsel
24 must sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

25 Nothing in this Agreement shall prevent a party from seeking additional
26 protections before disclosing information that it believes should be afforded
27 additional protection.

1 Nothing in this Order shall restrict the Producing Party's use of its own
2 documents or information.

3 No party may use in a deposition or evidentiary proceeding any Protected
4 Material to which a witness does not have access under this Order unless the party
5 seeking to use such material provides notice to all other parties and identifies the
6 material by Bates number as soon as is practically possible before the deposition.
7 All other parties shall be entitled to use the identified documents in the deposition or
8 evidentiary proceeding, including without limitation, during witness preparation.

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10 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
11 IN OTHER LITIGATION

12 If a Party is served with a subpoena or a court order issued in other litigation
13 that compels disclosure of any information or items designated in this Action as
14 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY,” that Party or Non-Party must:

16 (a) promptly notify in writing the Designating Party. Such notification
17 will include a copy of the subpoena or court order;

18 (b) promptly notify in writing the party who caused the subpoena or order
19 to issue in the other litigation that some or all of the material covered by the
20 subpoena or order is subject to this Protective Order. Such notification will include
21 a copy of this Stipulated Protective Order; and

22 (c) cooperate with respect to all reasonable procedures sought to be
23 pursued by the Designating Party whose Protected Material may be affected.

24 If the Designating Party timely seeks a protective order, the Party served with
25 the subpoena or court order will not produce any information designated in this
26 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
27 EYES ONLY” before a determination by the court from which the subpoena or
28 order issued, unless the Party has obtained the Designating Party’s permission. The

1 Designating Party will bear the burden and expense of seeking protection in that
2 court of its confidential material and nothing in these provisions should be construed
3 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
4 directive from another court.

5

6 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
7 **PRODUCED IN THIS LITIGATION**

8 (a) The terms of this Order are applicable to information produced by a
9 Non-Party in this Action and designated as "CONFIDENTIAL" or "HIGHLY
10 CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information produced by
11 Non-Parties in connection with this litigation is protected by the remedies and relief
12 provided by this Order. Nothing in these provisions should be construed as
13 prohibiting a Non-Party from seeking additional protections.

14 (b) In the event that a Party is required, by a valid discovery request, to
15 produce a Non-Party's confidential information in its possession, and the Party is
16 subject to an agreement with the Non-Party not to produce the Non-Party's
17 confidential information, then the Party will:

18 (1) promptly notify in writing the Requesting Party and the Non-Party
19 that some or all of the information requested is subject to a confidentiality
20 agreement with a Non-Party;

21 (2) promptly provide the Non-Party with a copy of the Stipulated
22 Protective Order in this Action, the relevant discovery request(s), and a reasonably
23 specific description of the information requested; and

24 (3) make the information requested available for inspection by the
25 Non-Party, if requested.

26 (c) If the Non-Party fails to seek a protective order from this court within
27 14 days of receiving the notice and accompanying information, the Receiving Party
28 may produce the Non-Party's confidential information responsive to the discovery

1 request. If the Non-Party timely seeks a protective order, the Receiving Party will
2 not produce any information in its possession or control that is subject to the
3 confidentiality agreement with the Non-Party before a determination by the court.
4 Absent a court order to the contrary, the Non-Party will bear the burden and expense
5 of seeking protection in this court of its Protected Material.

6

7 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

8 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
9 Protected Material to any person or in any circumstance not authorized under this
10 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
11 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
12 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
13 persons to whom unauthorized disclosures were made of all the terms of this Order,
14 and (d) request such person or persons to execute the “Acknowledgment and
15 Agreement to Be Bound” that is attached hereto as Exhibit A.

16

17 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
18 PROTECTED MATERIAL

19 When a Producing Party gives notice to Receiving Parties that certain
20 inadvertently produced material is subject to a claim of privilege or other protection,
21 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
22 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
23 procedure may be established in an e-discovery order that provides for production
24 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
25 (e), insofar as the parties reach an agreement on the effect of disclosure of a
26 communication or information covered by the attorney-client privilege or work
27 product protection, the parties may incorporate their agreement in the stipulated
28 protective order submitted to the court.

1
2 12. MISCELLANEOUS

3 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
4 person to seek its modification by the Court in the future.

5 12.2 Right to Assert Other Objections. By stipulating to the entry of this
6 Protective Order no Party waives any right it otherwise would have to object to
7 disclosing or producing any information or item on any ground not addressed in this
8 Stipulated Protective Order. Similarly, no Party waives any right to object on any
9 ground to use in evidence of any of the material covered by this Protective Order.

10 12.3 Filing Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
12 only be filed under seal pursuant to a court order authorizing the sealing of the
13 specific Protected Material at issue. If a Party's request to file Protected Material
14 under seal is denied by the court, then the Receiving Party may file the information
15 in the public record unless otherwise instructed by the court.

16
17 13. FINAL DISPOSITION

18 After the final disposition of this Action, as defined in paragraph 4, within 60
19 days of a written request by the Designating Party, each Receiving Party must return
20 all Protected Material to the Producing Party or destroy such material. As used in
21 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
22 summaries, and any other format reproducing or capturing any of the Protected
23 Material. Whether the Protected Material is returned or destroyed, the Receiving
24 Party must submit a written certification to the Producing Party (and, if not the same
25 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
26 (by category, where appropriate) all the Protected Material that was returned or
27 destroyed and (2) affirms that the Receiving Party has not retained any copies,
28 abstracts, compilations, summaries or any other format reproducing or capturing any

1 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
2 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
3 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
4 reports, attorney work product, and consultant and expert work product, even if such
5 materials contain Protected Material. Any such archival copies that contain or
6 constitute Protected Material remain subject to this Protective Order as set forth in
7 Section 4 (DURATION).

8
9 14. Any willful violation of this Order may be punished by civil or criminal
10 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
11 authorities, or other appropriate action at the discretion of the Court.

12
13 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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16 DATED: 03/30/2023



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HON. MICHAEL R. WILNER
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
[full address], declare under penalty of perjury that I have read in its entirety and
understand the Stipulated Protective Order that was issued by the United States
District Court for the Central District of California on [date] in the case of
_____ *Moebius v. Shein Distribution Corp., et al.*, Case No. 2:22-cv-8259-
SVW-MRW. I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where signed:

Printed name:

Signature: